

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF NEW YORK

Douglas C Palmer
Clerk of Court

Brenna Mahoney
Chief Deputy



Theodore Roosevelt Federal Courthouse
Emanuel Cellar Federal Courthouse
225 Cadman Plaza East
Brooklyn, NY 11201
(718) 613-2270

Alfonse D'Amato Federal Courthouse
100 Federal Plaza
Central Islip, NY 11722
(631) 712-6000
Pro Se: (631) 712-6060

Date: 2/1/22
Re: 17CV3113 (AYS)

Dear *pro se* litigant:

The enclosed document is being returned without docketing or consideration for the following reason(s):

- ☐ The docket number and/or judges' initials are incorrect or missing.
- ☐ Your signature is required on all papers filed with the Court. Please sign wherever an "X" appears.
- ☐ These papers appear to be intended for another court or agency.
- ☐ Papers cannot be filed without indicating that they have been served on all parties in your action, or their attorneys. This office *will not* forward copies of your papers to other parties or their counsel. An affirmation of service form is enclosed.
- ☐ Your papers do not meet the minimum requirements for:
 - ☐ Legibility: please type or print clearly.
 - ☐ Language: only English is acceptable.
 - ☐ Form or Content: See forms/instructions enclosed.
 - ☐ Please indicate the documents you served on your affirmation of service.
 - ☐ Other:
- ☐ This Court will only accept papers on 8 1/2 by 11 paper. Note that this does not include exhibits.
- ☒ Pursuant to Local Civil Rule 5.1, discovery materials are not filed with the Court except by Order of the Court.
- ☐ Your Notice of Appeal has been processed, and your case is closed. Your papers should be directed to:
United States Court of Appeals for the Second Circuit
Thurgood Marshall U. S. Courthouse
40 Foley Square, New York, NY 10007
- ☐ Our records indicate that you are represented by an attorney. As such, you may not file papers or communicate directly with the Court. Please refer this matter to your attorney.
- ☐ The Court cannot act on your submission(s). To the extent that it is your intent to start a new action, or to file a motion, please request the appropriate form(s) from our website or from our office.
- ☒ Other:
Please see the enclosed packet regarding discovery.

By: J. Grady
J. Grady, Deputy Clerk

2022 JAN 27 PM 12:46

U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

430 Spur Drive North
Bay Shore, NY 11706
January 25, 2022

Honorable Judge Anne Y. Shields
United States District Court
Eastern District of New York
100 Federal Plaza,
Central Islip, NY 11722

Re: Emmanuel Etere v Nassau County, et al. (17-3113) (AYS)

Dear Hon. Judge Shields,

In compliance with the Court's order issued on November 29, 2021 for documentary discovery within 60 days of the Court's order, Plaintiff hereby files the following with the Court:

1. Copy of Lease contract between Plaintiff and American Lease (Leasor of Plaintiff's FHV Vehicle)
2. Letter from American Lease confirming that Plaintiff's FHV Vehicle was in complete compliance with all New York City and New York State requirements to operate on the road.
3. Pictures of Plaintiff's License Plate and Cover on his FHV Vehicle.
4. Copy of Plaintiff's Red Light Camera violation ticket, to prove that Plaintiff's FHV license plate was not covered or obscured from public view in any way.
5. Copy of waybill of July 14, 2016 trip stopped by defendant Ryan Fais showing fare of \$5.20 and also showing Plaintiff's stopped vehicle at Hook Creek Blvd and Sunrise Highway.

The Court also asked Plaintiff to prove that he was not guilty of the second sets of tickets issued by defendant Officer Sodano of the Nassau County Taxi and Limousine Commission (NCTLC). Plaintiff states that he is not guilty of these second set of tickets because the defendant, Officer Sodano had no warrant to search his cell phone, to find trips in order to issue those tickets in the initial instance. Plaintiff was sitting in his car, parked in a public parking lot and was not engaged in any activity to trigger any probable cause, requiring the defendant,

Officer Sodano to accost him and conduct a search of his cell phone. Plaintiff looks forward to submitting other documentary evidence as they become available.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Emmanuel Etere', written over a horizontal line.

Emmanuel Etere (Plaintiff)

CC: Ralph Reissman (Defendants' Attorney)

1 West Street, Mineola, NY 11501

FILED

2022 JAN 27 PM 12:47

U.S. DISTRICT COURT
E.D.N.Y.

Respectfully,

James J. ...

(Encl. - 1)

CC: Ralph ...
1 West Street, ...

EZ LIVERY LEASING LLC

1165 Ogden Ave.

Bronx, NY 10452

Telephone: 718-590-0000

January 06, 2022

To Whom It May Concern:

This letter is to confirm that the vehicle PLATE# T525425C, driven by EMMANUEL U ETERE which he was renting with us in 2016. This vehicle Complies with NYCTL and NYCDMV requirements, to be driving in the streets which is confirmed on the driver's contract. If you have any other questions you can contact us at the number above.

Thank you,


Neil Miller

★FILED★

2022 JAN 27 PM 12:47

CLERK
U.S. DISTRICT COURT
E.D.N.Y.

This lease agreement is collaterally assigned to Israel Discount Bank of New York, as Agent ("Agent"), pursuant to the Credit and Security Agreement among EZ, Agent and the other parties signatory thereto.

TERMS AND CONDITIONS OF AUTOMOBILE LEASE AGREEMENT

LET ALL THOSE PRESENT KNOW THAT this contract agreement by and between **EZ Livery Leasing LLC**, with its principal office located at 1165 Ogden Ave. Bronx, NY 10452 (Hereinafter referred to as EZ) and **ETERE EMMANUEL** residing at: 430 SPUR DR N BAYSHORE NY 11706 (hereinafter referred to as Lessee) shall be binding and have legal effect upon execution of same.

EZ agrees to Lease to Lessee a 2015 NISSAN Vin# 1N4AL3AP5FC216478.

The term of the Lease agreement shall be for a period of **182 weeks**, Lessee will pay a total of **\$300.00** per week.

Payment breakdown: Lease payment of \$95.74 to cover lease and sales tax. "Insurance charge" of \$204.26 to cover: Liability insurance, collision insurance, TLC & DMV registration for the duration of the lease. First payment and down payment of is due the day this lease is signed.

Uber Pricing

This leasing program is discounted for Uber partner UUID# 0b3f7dcc-1359-44b7-868a-bca2dafd2069. If the lessee is deactivated from the "Uber Network", pricing will revert to EZ's standard rate at this time.

Insurance

Automobile liability insurance coverage: Bodily Injury Protection at least \$100,000 per person and \$300,000 per occurrence, Property Damage Liability Protection - \$50,000.

Collision insurance. Car to be repaired by EZ authorized facility only. Driver to pay first \$1000.

Cost of insurance is covered under this agreement for the term of this agreement.

Lessee must be acceptable as a driver by EZ's insurance company for the full term of this agreement.

In the event that EZ's insurance company increase EZ's premium, EZ reserve the right to pass the increase to the lessee. If Lessee fails to comply with all of the terms of this agreement, the coverages provided herein will be void. No insurance coverage is provided under this agreement if, when the claim arises, the vehicle is being operated by an unauthorized driver. Lessee agrees and acknowledges that the insurance provided by EZ under this agreement is limited in coverage and scope and is aware of the terms thereof.

Registration & TLC

EZ will register the vehicle with NYSDMV and NYCTLC (cost of registration & TLC Diamond are covered under this agreement for the term of this agreement).

Maintenance

Lessee shall be responsible for all fuel and maintenance to the vehicle, including replacement of parts, tires, brakes, hoses, plugs, or any other repairs. In the event of an accident, theft, or other loss arising from or in connection with the operation of the vehicle, Lessee must provide written notice of the facts of the incident to EZ as soon as feasible (but no later than 24 hours) after the incident. Lessee agrees to provide prompt notice to EZ if any claim, demand, suit, or process is made upon Lessee. Lessee agrees to cooperate in the defense or pursuit of any claim on behalf of EZ.

Right to Operate

Lessee will not permit any other individual to operate said vehicle without the written consent of EZ.

Responsibility

Lessee is a private operator of this vehicle and does not work for EZ. Lessee is responsible for his own worker compensation and disability insurance. Lessee is responsible to defend and pay for any violation or fine (TLC, DMV, traffic, parking or any other violation not named specifically). In the event that EZ had to resolve and pay those violations, lawyer fee will be added to the cost of the violation, and the total cost will be considered as **ADDITIONAL LEASE CHARGE** and payment shall be due immediately.

Licenses

Lessee must maintain his/her NYS and TLC drivers' license during the term of this agreement.

Payments

Uber will pay EZ directly on behalf of the lessee.

Lessee must sign deduction waiver in order to participate in the program, and shall provide EZ with a copy thereof.

Lessee shall not terminate the deduction waiver at any time during the term of this agreement.

Lease agreement cancellation / termination

It is agreed, understood and acknowledged by both parties that in the event that the Lessee does not keep any of the above requirements or a payment is not made IN FULL for the said automobile (including all additional Lease charges) EZ shall have the right to terminate this contract for breach and immediately repossess the said automobile. Immediately upon termination of this agreement by either party, Lessee shall cease to be authorized to operate the vehicle and shall:

- (a) Immediately pay EZ all amounts owing under this agreement.
- (b) Promptly surrender to EZ the vehicle and all other property previously furnished by EZ to Lessee under this agreement.
- (c) Thereafter, not do anything that would indicate Lessee is an authorized EZ Lessee.
- (d) Permit EZ to enter on Lessee's premises and take possession of the vehicle and all other property provided under this agreement, all without liability to EZ.
- (e) Pay the costs and expenses (including reasonable legal fees) incurred by EZ, if any, in exercising its rights under this agreement including all costs and expenses incurred because of Lessee's failure or refusal to comply with any of the terms of this agreement.

Partial payment shall not be construed as substantial or partial performance.

In the event that the automobile was repossessed and Lessee would like to restore the agreement, it will be EZ's sole discretion to do so. And only after the Lessee paid all open bills and all cost of repossession, including but not limited to: locksmith, towing & storage. As and for liquidated damages, it shall be deemed for purposes of clarity, that Lessee shall be minimally liable in the amount of five hundred dollars (\$500.00)

Title

EZ is the owner of the vehicle and this agreement does not give Lessee any ownership of or title to the vehicle. Lessee's only rights in the vehicle are as provided in this agreement.

Assignment

Lessee's rights and obligations hereunder are not transferable or assignable in whole or part. EZ may assign or transfer any of its rights or benefits under this agreement as it may deem necessary or appropriate without notice to Lessee.

Indemnification and Hold Harmless

Lessee agrees to defend, hold harmless and indemnify EZ, its agents, servants, employees, officers and directors, from and against and for all liability, costs, expenses, claims and damage, including attorney's fees, for which EZ may at any time suffer, sustain or become liable by reason of this agreement or any use, operation, maintenance, manufacture or design of the vehicle..

Venue and Choice of Law

This agreement will be governed by the laws of the State of New York (exclusive of its conflict of laws provisions). The only venue for any litigation arising under this agreement will be in the courts located in New York County, New York. Each party hereto waives all rights to mediation and/or arbitration, and further waives any right to a jury trial.

Lease Incentive

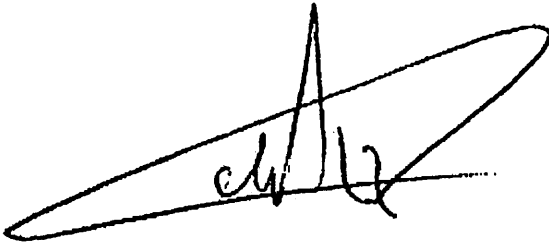
In the end of the Lease agreement, EZ will sell the above vehicle to Lessee for the amount of \$1.00 (One dollar)

Date: 01-30-2016

A handwritten signature in black ink, appearing to read 'Etere Emmanuel', with a large, stylized initial 'E'.

ETERE EMMANUEL
Sat Jan 30 2016 13:58:20
NYC

ETERE EMMANUEL
Social Security # 131-92-3403
Date of birth: 06-25-1969
Home address: 430 SPUR DR N BAYSHORE, NY 11706

A handwritten signature in black ink, appearing to read 'Erez Dassa', with a large, stylized initial 'E'.

EZ LIVERY LEASING LLC.
BY: EREZ DASSA

EZ Livery Leasing LLC
1165 Ogden Ave Bronx NY 10452

When you sign your contract, your payment is the 1st week payment plus the down payment for the vehicle. **Down payment is not DEPOSIT**

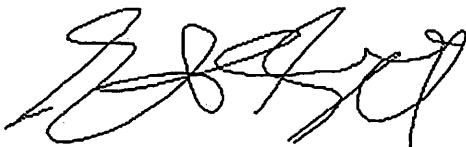
Your vehicle has collision insurance.

Vehicle repair after an accident:

- The first \$1,000 (one thousand dollar) of each claim will be paid by the Lessee (the driver that signed the lease)
- All collision repairs **MUST** be done by EZ Lease authorized repair shop, **NO EXCEPTIONS.**
- If the car is deemed a "Total Loss", the bank will get the insurance check and the lease is terminated.
- If the Lessee decides to enter into a new lease on a similar vehicle the down payment will be waived.

Ways to loose the vehicle:

- Not making payments on time.
- Damages to the Keypad machine (vehicle moving without making the payments)
- License suspension (TLC or DMV)
- Driving without TLC or DMV license.
- Unauthorized driver.
- Not paying TLC Violations, Parking Violations, or Traffic Violations.
- Not Affiliation with a registered base.



ETERE EMMANUEL
Sat Jan 30 2016 13:58:20
NYC

ETERE EMMANUEL
Driver's Signature

American United Transportation Inc.

1165 Ogden Avenue Bronx NY 10452

POLICY REGARDING STREET – HAILS

According to the New York City Taxi and Limousine Commission, Rule 6-07G of The Rules and Regulations, this car must notify you about its policy regarding street-hails.

This driver is licensed by the Taxi and Limousine Commission has a Livery Car Service and is only allow providing transportation services through pre-arrangement.

It is illegal for you to pick up street-hails (pick-up in the street), you may only pick up calls through an affiliated base station.

.If you are convicted of street-hails (pick-up in the street)

1. You will have to pay a fine of \$350 dollars for 1st violation.
1. \$500 dollars for a 2nd violation in 24 month and
2. If you get a 3rd violation in 36 months it will be another \$500 dollars and your TLC License will be revoked.

.If we are notified that you were convicted of street hails, you will be required to meet with Management.

You may be asking to take additional training with us or an outside agency.

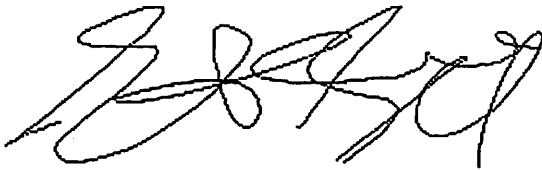
If you do not know how to read or write,

We will read and explain these rules and this document directly to you, while we are not obligated to have this document in another language if we do have it available and you preferred to have this document in another language we will provide it to you.

By signing this document, you acknowledge that the base has notified you and consulted with you regarding its policy with street hails.

Date: 01-30-2016

TLC HACK Lic # 5650194



ETERE EMMANUEL
Sat Jan 30 2016 13:58:20
NYC

ETERE EMMANUEL
Affiliated Driver

3953

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Venue and Choice of Law

This agreement will be governed by the laws of the State of New York (exclusive of its conflict of laws provisions). The only venue for any litigation arising under this agreement will be in the courts located in New York County, New York. Each party hereto waives all rights to mediation and/or arbitration, and further waives any right to a jury trial.

Lease Incentive

In the end of the Lease agreement, EZ will sell the above vehicle to Lessee for the amount of \$1.00 (One dollar)

★FILED★

2022 JAN 27 PM 12:47

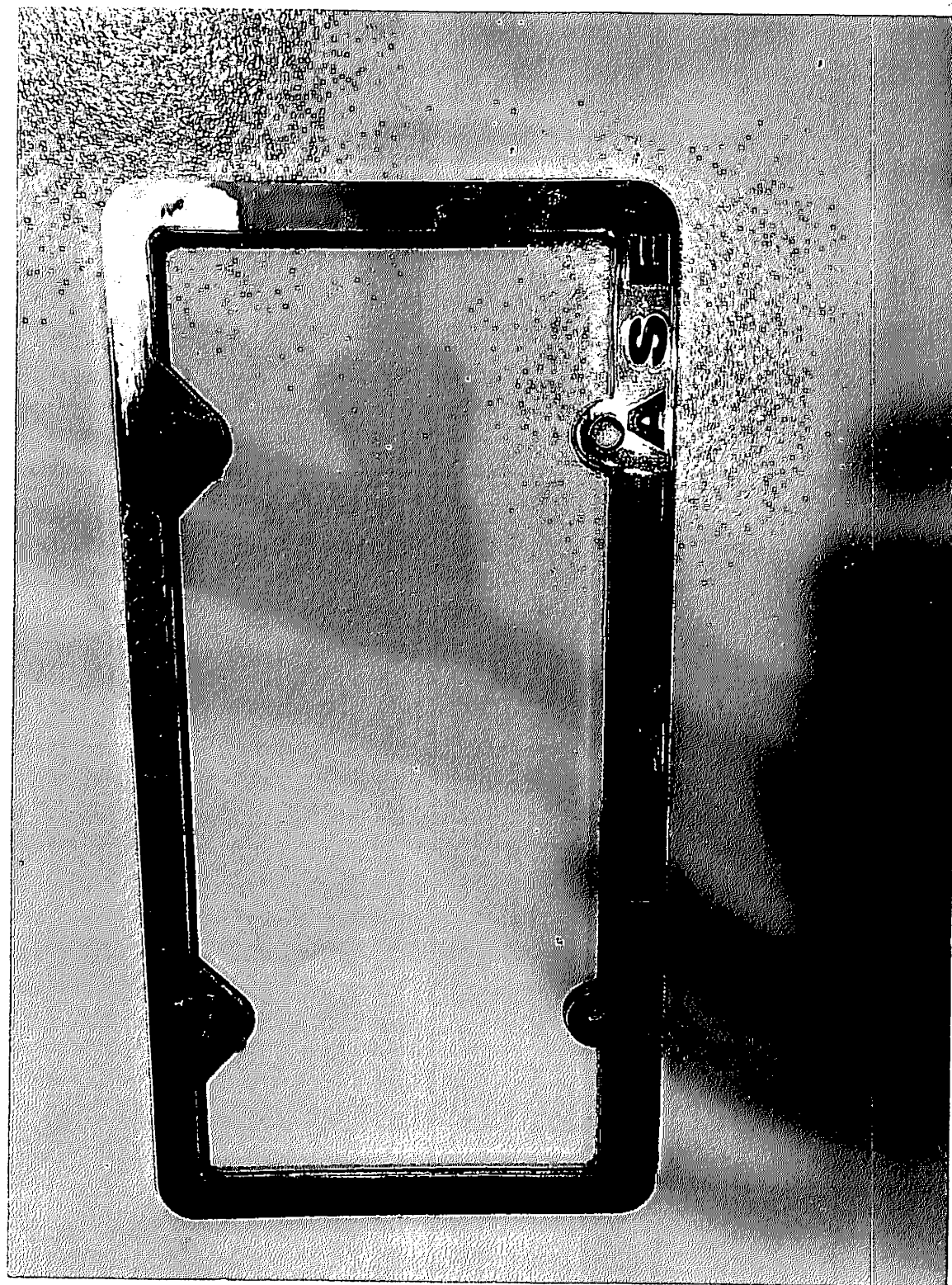
CLERK
U.S. DISTRICT COURT
E.D.N.Y.



★FILED★

2022 JAN 27 PM 12:47

CLERK
U.S. DISTRICT COURT
E.D.N.Y.



★FILED★

2022 JAN 27 PM 12:47

CLERK
U.S. DISTRICT COURT
E.D.N.Y.

NEW YORK CITY New York City Department of Finance
School Zone Camera Unit
 PO Box 3641
 Church Street Station New York, NY 10008-3641

NYC
 Department of Finance



NOTICE OF LIABILITY

THE CITY OF NEW YORK
 VS
EMMANUEL ETERE
 430 SPUR DRIVE NORTH
 BAYSHORE, NY 11706

PLEASE TAKE NOTE: Because the driver of the photographed vehicle, has been observed speeding in a school speed zone (in violation of the New York Vehicle and Traffic Law 1180-b), you are liable to pay a fine for the amount shown. This amount is due within 30 days of the date of this Notice of Liability (NOL).

The vehicle was traveling at a speed of more than ten miles per hour above the posted speed limit in effect within the school speed zone.

One or more photographs evidencing the plate and violation are shown. Please see the reverse for further instructions.

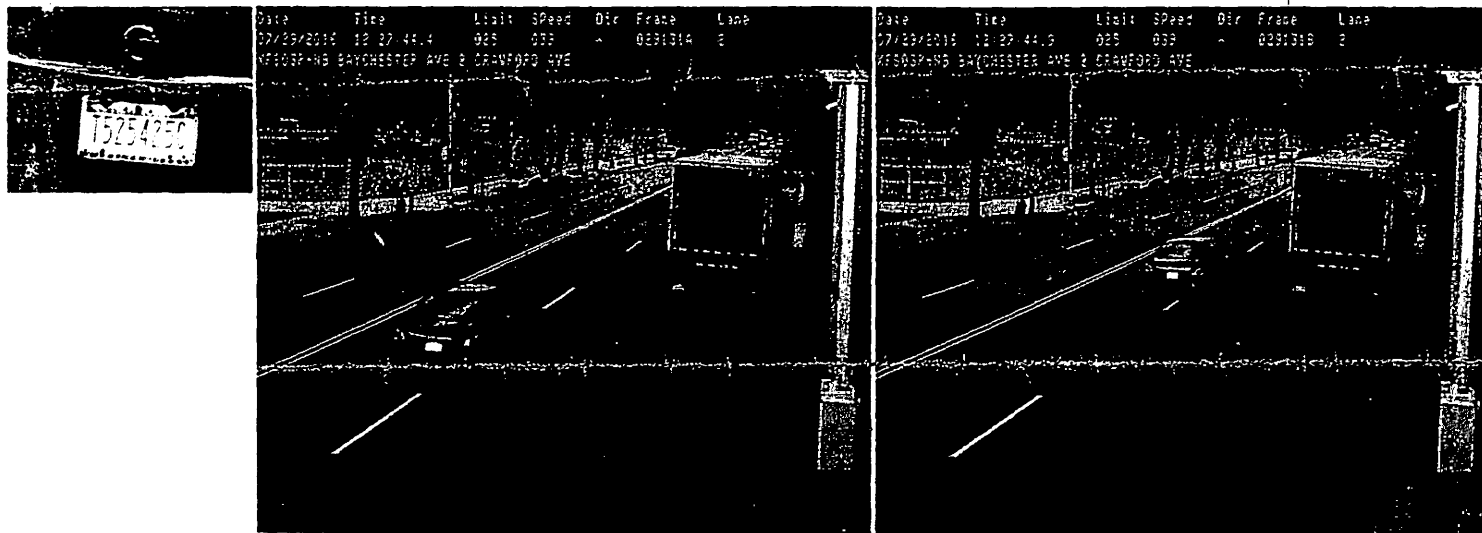
View your images online at
www.ViolationInfo.com

NOTICE #: 4622608790
PIN: 8625

ISSUE DATE: 09/14/2016 **DUE DATE:** 10/14/2016

VIOLATION DATE	VIOLATION TIME	FINE AMOUNT
07/29/2016	12:27:44PM	\$50.00
LOCATION		
NB BAYCHESTER AVE @ CRAWFORD AVE		
SPEED	POSTED SPEED	
39	25	

There are no points associated with this Notice.



Make your check or money order payable to the
 NYC Department of Finance

Detach and mail this coupon with your payment

DO NOT MAIL CASH

Write on the front of your payment:

- 1) The 10 digit Notice Number.
- 2) Your Plate Number.
- 3) Your State of Registration.
- 4) Your Plate Type.

Insert this tear off coupon in the enclosed envelope.

NYC DEPARTMENT OF FINANCE
SCHOOL ZONE CAMERA UNIT
PO BOX 3641
CHURCH STREET STATION
NEW YORK, NEW YORK 10008-3641



NAME EMMANUEL ETERE			AMOUNT DUE \$50.00
NOTICE NUMBER 4622608790	VERSION 2	ISSUED 09/14/2016	DUE DATE 10/14/2016
PLATE NUMBER T525425C	STATE NY	TYPE (TAXI) OMNIBUS	

★FILED★

2022 JAN 27 PM 12:47

CLERK
U.S. DISTRICT COURT
E.D.N.Y.

Emmanuel Etere: Payment Statement

Payout: \$271.76

Period Ending: Monday, July 18, 2016 4:00 AM EDT

Your earnings	\$589.14
Fare - Fare	\$622.65
Fare - Adjustment	\$31.77
Fare - Cancellation	\$19.00
Fare - Minimum Fare Supplement	\$1.47
Fare - Surge	\$14.20
Fare - Wait Time At Pickup	\$7.17
Service Fee	-\$100.01
Promotion - Promotion	\$62.04
Taxes - Black Car Fund	-\$14.75

Trip balance	-\$317.38
Refunds - Toll	\$33.18
Expenses - Vehicle Related Fee	-\$100.00
Taxes - Sales Tax	-\$50.56

Promotions Details	\$67.60
550/Hours Guaranteed - Bronze 7/11/16 Sat Sun - 7/16/16 Sat Sun 150.00/hr - you were online 6.94 hours, which entitles you to a minimum of \$147.00 in gross fares. Since you only made \$10.91 (gross), we added \$137.07 (net) to your payment statement.	\$137.07
550/Hours Guaranteed - Bronze 7/11/16 Sat Sun - 7/17/16 Sat Sun 150.00/hr - you were online 1.00 hour, which entitles you to a minimum of \$150.00 in gross fares. Since you only made \$10.73 (gross), we added \$139.26 (net) to your payment statement.	\$139.26
550/Hours Guaranteed - Bronze 7/11/16 Sat Sun - 7/16/16 Sat Sun 150.00/hr - you were online 1.00 hour, which entitles you to a minimum of \$150.00 in gross fares. Since you only made \$38.13 (gross), we added \$69.86 (net) to your payment statement.	\$69.86
550/Hours Guaranteed - Bronze 7/16/16 Sat Sun - 7/21/16 Sat Sun 150.00/hr - you were online 1.59 hours, which entitles you to a minimum of \$150.00 in gross fares. Since you only made \$14.51 (gross), we added \$54.47 (net) to your payment statement.	\$54.47
Support Appointment: 867-475-6444 x25-4874 all/8:00a-10:00p EST	\$15.56

Date/Time	Trip ID	Type	Fare Fare	Fare Adjustment	Fare Cancellation	Fare Minimum Fare Supplement	Fare Surge	Fare Wait Time At Pickup	Service Fee	Promotion Promotion	Taxes Black Car Fund	Refunds Toll	Expenses Vehicle Related Fee	Taxes Sales Tax	Total
			\$622.65	\$31.77	\$19.00	\$1.47	\$14.20	\$7.17	-\$100.01	\$62.04	-\$14.75	\$33.18	-\$100.00	-\$50.56	\$271.76

July 11, 2016

Please see highlighted last page with metadata

Date/Time	TripID	Type	Fare Fare	Fare Adjustment	Fare Cancellation	Fare Minimum	Fare Supplement	Fare Surge	Fare Wait Time At Pickup	Service Fee	Promotion	Promotion	Taxes Black Car Fund	Refunds Toll	Expenses Vehicle Related Fee	Taxes Sales Tax	Total
			4662.85	55.07	\$10.00		\$2.47	\$14.20	\$3.17	-\$180.61		\$92.04	\$14.75	\$33.10	-\$100.00	-\$50.56	\$271.76
6:32 PM	aa716a97- e9a2-4e36- 9a84-	UberX	\$5.88							-\$2.47			-\$0.22			-\$0.75	\$5.46
7:11 PM	B4D3258b- 0167-4a1e- a164- 0a5a2e5a00d2	UberPOOL	\$7.16				\$0.74			-\$7.00			-\$0.14			-\$0.31	\$5.95
7:26 PM	40703274- 428e-4125- e1b9- a72052e4e6cc	UberX	\$28.42							-\$7.10			-\$0.02			\$2.37	\$14.63
8:42 PM	1a4f03e6- 2165-4677- b3a7- f1427a927458	UberX	\$11.40							-\$2.56			-\$0.36			-\$0.97	\$7.51
9:04 PM	1012c471- ea03-402a- e14a- e208e552e6d1	UberX	\$7.98							-\$2.43			-\$0.22			-\$0.77	\$5.56
July 12, 2016																	
11:12 PM	0f406a10- 2747-4e0a- 01e0- 25a18a0f20ed	UberPOOL	\$7.10		\$1.00					-\$3.74			-\$0.54			-\$1.76	\$5.76
11:31 AM	0f701316- 0418-4992- b7e0- 70a9116324dc	UberX	\$10.27							-\$4.97			\$0.49			-\$1.86	\$11.04
12:15 PM	462e731a- 2087-4a7a- b0a6- 1b4ac6288e83	UberX	\$14.35						\$0.98	-\$4.54			-\$0.41			-\$1.48	\$11.11
12:44 PM	72e0d5d1- 094e-477e- 8012- 50773a0f921d	UberX	\$50.22							-\$12.50			-\$1.12	\$20.00			\$56.60
2:41 PM	08e0e4de- 819d-4a9e- 983a- 7065e0708b71	UberX	\$11.97							-\$2.93			-\$0.26			-\$0.86	\$7.72
5:14 PM	9eb52d50- c1de-4522- 5a3e- 42b93cd7aa49	UberX	\$8.91							-\$2.03			-\$0.18			-\$0.66	\$5.94

[illegible]

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